

## **E-RIHS PP**

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### **D. 4.1 Memorandum of Understanding**

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## Abstract

*Write a short abstract about the deliverable, the contextualization of the deliverable in the WP and how the deliverable has been carried out.*

The Legal Work Package No.4 (WP4) has prepared the Memorandum of Understanding, a non-legally binding agreement between the countries who intend to coordinate their activities and work together towards the construction and operation of E-RIHS ERIC. With the MoU, the signatories materialize the intent to work together during the Transition Phase and define a clear line of action from now on without, necessarily, forming legally binding constraints.

WP4 wanted to present a very lean and simple document; presenting only basic features of this kind of agreements.

A Memorandum of Understanding (MoU) sets an official framework during the Transition Phase. The signatories of the MoU (national representatives or authorized delegates of the ministries or funding agencies) will undertake the responsibility to support the activities of E-RIHS until the decision by the Commission to set up E-RIHS-ERIC takes effect.

The proposal of MoU has been discussed amongst partners of E-RIHS-PP and the Stakeholders Advisory Board (SAB) (February and September 2018). This deliverable D.4.1 presents the revised version of MoU.

## 4.1

**Document information**

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<b>Abstract (for dissemination)</b>	<p>The Legal Work Package No.4 (WP4) has prepared the Memorandum of Understanding, a non-legally binding agreement between the countries who intend to coordinate their activities and work together towards the construction and operation of E-RIHS ERIC. With the MoU, the signatories materialize the intent to work together during the Transition Phase and define a clear line of action from now on without, necessarily, forming legally binding constraints.</p> <p>WP4 wanted to present a very lean and simple document; presenting only basic features of this kind of agreements.</p> <p>A Memorandum of Understanding (MoU) sets an official framework during the Transition Phase. The signatories of the MoU (national representatives or authorized delegates of the ministries or funding agencies) will undertake the responsibility to support the activities of E-RIHS until the decision by the Commission to set up E-RIHS-ERIC takes effect.</p> <p>The proposal of MoU has been discussed amongst partners of E-RIHS-PP and the Stakeholders Advisory Board (SAB) (February and September 2018). This deliverable D.4.1 presents the revised version of MoU.</p>
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## Table of contents

### Contents

<b>Abstract</b> .....	2
<b>Document information</b> .....	3
<b>Table of contents</b> .....	4
<b>Abbreviations</b> .....	5
Introduction .....	6
Memorandum of Understanding .....	7
I. Purpose and nature of the MoU .....	8
II. Implementation of the ERIC as the legal structure.....	8
III. Contributions towards operating costs of E-RIHS ERIC.....	8
IV. Duration and termination.....	8
V. Amendment, assignment and annexes .....	9
VI. Language.....	9
VII. Settlement of disputes .....	9

## Abbreviations

EC: European Commission

ERIC: European Research Infrastructure Consortium

E-RIHS: European Research Infrastructure for Heritage Science

ESFRI: European Strategy Forum on Research Infrastructures

HS: Heritage Science

H2020: Horizon 2020

IPERION CH: Integrated Platform for the European Research Infrastructure ON Cultural Heritage

MoU: Memorandum of Understanding

PP: Preparatory Phase

RI: Research Infrastructure

SAB: Stakeholders Advisory Board

TP: Transition Phase

WP: Work Package

## Introduction

E-RIHS is an ambitious European project where renowned partners from all across the Heritage Science community work together to establish a common RI. It aims at becoming a world-class infrastructure and a leadership in the field of HS.

To that end, E-RIHS will foster cutting-edge science and promote a culture of interdisciplinarity, exchange and collaboration between its members. E-RIHS builds on the insight of several European projects to design a RI that will benefit the researchers, their institutions, cultural industries managing cultural heritage, and the public. E-RIHS will meet this goal through a sound scientific strategy, international partnerships, the development of new methods and instruments, a focus on education and formation, and the provision of an integrated access point to outstanding facilities and resources.

Being in the ESFRI Roadmap, E-RIHS receives European Commission (EC) funding through the H2020-INFRADEV-2016-2017 program to help with its Preparatory Phase (PP). The PP aims at preparing the implementation of the final form of the Infrastructure, where E-RIHS will be operational.

At first, the IPERION CH deliverable 12.2 providing a comparison between various possible legal entities for E-RIHS was discussed pre-emptively among E-RIHS PP partners and stakeholders. This enabled the decision of ERIC being the preferred legal entity for E-RIHS. Based on that decision a template of the Memorandum of Understanding (MoU) was setup, based on already existing MoUs that were gathered and compared.

The purpose of the MoU is to state the intent of the signatories to take the necessary steps towards the construction and operation of E-RIHS in its legal form (ERIC) and facilitate continued discussions during the TP. The MoU is open for signature to entities representing Member States. The signing of the MoU by committed countries aims at securing the TP between the PP and the entry into force of E-RIHS ERIC.

The E-RIHS MoU, set up in close collaboration with the WP leader, was discussed among partners and at the SAB meeting in Amsterdam in February 2018 and in Warsaw in September 2018.

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## Memorandum of Understanding

### Memorandum of Understanding For the establishment of a European Research Infrastructure Consortium (ERIC) Of the European Research Infrastructure for Heritage Science (E-RIHS)

THE SIGNATORY COUNTRIES,  
CONSIDERING THAT

- The European Research Infrastructure for Heritage Science (E-RIHS) entered the ESFRI Roadmap in 2016 as a research infrastructure project in the Social and Cultural Innovation section.
- Its Preparatory Phase is funded by H2020 for the period lasting from February 1st 2017 to January 31st 2020. The Preparatory Phase currently addresses the legal, governance, financial and technical aspects of E-RIHS in its final legal form and sets the basis for the creation of the legal entity that will be in charge of operating the RI.
- E-RIHS supports advanced collaboration between national facilities addressing cross-disciplinary research related to the history, the interpretation, the diagnosis, the preservation and the management of cultural heritage.
- E-RIHS associates major centers of research in Heritage Science, including outstanding research institutes, as well as prestigious research laboratories and conservation centers in both museums and universities.
- E-RIHS will deliver integrated access to analytical technologies, scientific archives, data, and tools through a concerted procedure. Access will be granted on four platforms: ARCHLAB (physical and digital archives), DIGILAB (scientific data and tools), FIXLAB (large-scale analytical facilities), and MOLAB (advanced mobile instruments).
- The partners in the E-RIHS PP approved the conclusion of a comparative study of different legal options for the future of E-RIHS conducted within the Integrated Platform for the European Research Infrastructure On Cultural Heritage (IPERION CH). This study recommends the establishment of E-RIHS as a distributed European Research Infrastructure Consortium (ERIC).
- The most convenient legal form for E-RIHS would thus be an ERIC in accordance with the Council Regulation (EC) N° 723/2009.
- This Research Infrastructure shall be named E-RIHS ERIC, and have full legal capacity. To this end, the Signatories shall adopt the future statutes of the E-RIHS ERIC and its annexes prepared as a Deliverable within the E-RIHS PP.
- The Italian Republic proposes to host the seat and headquarters of E-RIHS ERIC in Florence, Italy.

HAVE AGREED AS FOLLOWS:

I. Purpose and nature of the MoU

1. The purpose of this Memorandum of Understanding (hereinafter referred to as “MoU”) is to state the intent of the Signatories to take steps towards the construction and operation of E-RIHS ERIC.
2. Nothing in this MoU is deemed to constitute an agency or any kind of formal grouping or entity between the Signatories.
3. Nothing in this MoU is deemed to constitute a legally binding obligation under international public law.

II. Implementation of the ERIC as the legal structure

1. The Signatories, without making a legal commitment, have the intention to make E-RIHS become an ERIC.
2. The Signatories shall make their best effort to undertake the necessary steps required by the application process to the European Commission described in the Council Regulation (EC) N° 723/2009 to give a research infrastructure the form of an ERIC.
3. The Italian Republic, as the candidate for hosting E-RIHS ERIC, proposes to lead the application to the European Commission for the setting up and the registration of E-RIHS ERIC.

III. Contributions towards operating costs of E-RIHS ERIC

Each Signatory evaluates the possibility to:

1. Financially contribute to the annual running costs of E-RIHS ERIC.
2. Financially support their respective E-RIHS National Nodes for their participation and contribution to E-RIHS ERIC.
3. Identify which relevant national partners or funding agencies should be responsible for that country’s share of E-RIHS ERIC’s central operating costs.

IV. Duration and termination

#### 4.1

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1. This MoU shall remain effective until the day when the Commission Decision setting up E-RIHS ERIC is published in the Official Journal of the European Union.
2. Signatories may decide to terminate this MoU earlier than declared in IV.1. In such a case, the Signatories deciding on the termination shall inform the other Signatories in writing, subject to a three months prior notification.
3. The remaining Signatories may decide that the MoU shall remain effective and this as long as one Member State and two other Member States or Associated Countries remain, and until the Commission Decision setting up E-RIHS ERIC is published in the Official Journal of the European Union

#### V. Amendment, assignment and annexes

1. Any modification of this MoU requires the written and signed consent of all the Signatories hereto to become effective.
2. No rights or obligations of any of the Signatories arising from this MoU may be assigned or transferred in whole or in part to any third party without the other Signatories' prior written approval.

#### VI. Language

This MoU is drawn up in English, the working language of E-RIHS.

#### VII. Settlement of disputes

Any dispute that might arise concerning this MoU shall be settled amicably. If no amicable solution is deemed possible, the remaining Signatories shall agree to the termination of this MoU.

This MoU is done in as many copies as there are Signatories. Each of them are equally valid.

Signatory:

Name of the person authorized to sign:

Position:

Place and date:

Signature

Stamp or seal of the Signatory (if applicable)